

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)							PAGE 2 OF 31
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____							
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42a. RECEIVED BY <i>(Print)</i>			
				41c. DATE			
				42b. RECEIVED AT <i>(Location)</i>			
				42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Stainless Steel Process Tanks Provide Stainless Steel Process Tanks in accordance with the Statement of Work and Drawings 2004-Y-197, 2003-Y-050, 2004-Y-196, 2004-Y-098 and 2004-Y-097.	10	Each		

SEE BELOW**Statement of Work**

The purpose of this solicitation is to obtain 10 each stainless steel tanks, which are fabricated in accordance with the Government supplied drawings. The welds on these tanks are to be in accordance with the Government supplied weld specification.

The 10 tanks are as follows:

One each (1) 1,700 Gallon Spent Acid Buffer Tank – Dwg. # 2004-Y-197
 Three each (3) 724 Gallon Nitrate Ester Holding Tanks – Dwg. # 2003-Y-050
 Three each (3) 3,500 Gallon Spent Acid Day Tanks – Dwg. #2004-Y-196
 One each (1) 1,700 Gallon Recycle Water Pump Tank – Dwg. #2004-Y-098
 Two each (2) 500 Gallon Recycle Water Pump Tanks – Dwg. #2004-Y-097

The attached and referenced weld specification is Doc No.: LSPEC-174-002

These tanks are to be fabricated in the Contractor's shop and shipped to the Buyer as individual units ready for installation.

The Contractor is responsible for inspecting the welds in the tanks according to the requirements in the Government specification and providing the Buyer with documentation of the same.

Nozzle orientation is to be coordinated with the Buyer after award of the contract, but prior to starting the fabrication.

The finished tanks are to meet the Government drawing and specification requirements, in every regard

SPECIFICATION

LOCAL SPECIFICATION FOR
 WELDING REQUIREMENTS FOR
 STAINLESS STEEL NITRATE ESTER
 VESSELS AND PROCESS PIPING

STOCK CARD TO READ: WELDING REQUIRMENTS FOR STAINLESS STEEL
NITRATE ESTER VESSEL AND PROCESS PIPING

BACKGROUND:

Welding procedures in the ASME Boiler Code are adequate for common chemical processes, but the manufacture of Nitrate Esters is a special process, and therefore, requires special welding procedures. The attached procedures are intended to supplement the welding procedures in the ASME Boiler Code. The supplemental requirements clarify which boiler code procedures are applicable and which are not. If there is a contradiction between the supplemental requirements and the boiler code, the supplemental requirements will apply.

The supplemental requirements also outline administrative procedures to ensure the manufacture selected to build the equipment understands the critical nature of work, and is qualified to perform the work. To ensure that the manufacturers understand they are being asked to build equipment to a very rigid specification, a copy of the attached supplemental requirements are to be included with all bids for this type of equipment.

DESCRIPTION OF SPECIFICATION

The welding requirements for Nitrate Esters vessels and process piping shall be as follows:

I. Material:

All material including, but not limited to, sheet, plate, seamless pipe and flanges are to be ASME SA-240 Type 304L stainless steel unless otherwise noted on the sketch or drawing. Welding rods are to be ASME SA-298 Series E308ELC.

Initial Finish

Sheet: Standard 2B mill finish or better.

Plate: As smooth as is available.

Pipe: As smooth as is available.

Final Finish

100% of all interior surfaces are to be 180 grit (25 RA) or better.

Note: This includes 100% of all interior welds, and interior pipe surfaces.

100% of all exterior surfaces are to have a maximum roughness rating of 120 grit (40 RA) or better.

100% of all machined surfaces: 120 grit (40 RA) or better.

II. Welding Certification:

Qualification of welding procedures, welders, and welding operators shall be in accordance with ASME Boiler and Pressure Vessel Code Section IX. Qualification tests shall be made using the same type of material, electrodes, and positions in the actual work.

a. Prior to issuing the contract, representatives from Indian Head Division, Naval Surface Warfare Center (IHDI VNAVSURFWARCEN) may conduct an on-site audit to ensure that the manufacturer has adequate facilities and experience to do the work. The IHDI VNAVSURFWARCEN audit team will pay special attention to the manufacture Quality Assurance documentation and inspection procedures.

b. The manufacture shall submit specimens of welds consisting of two, six inch square by 3/16 inch thick type 304L stainless steel plates in the following configurations.

- (1) Butt welded on the same plate.
- (2) Welded in the form of a "T".
- (3) Welded in the form on a "L".

All surfaces of the test specimens will be ground to a 180 grit (25 RA).

100% of all specimens will be radiographer and dye penetrate tested in accordance with the inspection criteria of this specification. All radiograph films and results of dye penetrate tests will be submitted to the IHDIVNAVSURFWARCEN Contracting Officer, or their designated representative.

c. Prior to any fabrication work, the manufacturer and IHDIVNAVSURFWARCEN shall review the test specimens submitted in accordance with requirements of part II B, and shall mutually agree that the quality of the welds and surface finish on these specimens meet the requirements of this specification. The test specimens shall be retained by IHDIVNAVSURFWARCEN and serve as a minimum standard for the welds and the finish that is to be provided by the manufacture on the completed vessel and associated piping.

III. Construction:

a. Fabrication:

The fabrication shall conform with ASME Boiler and Pressure Vessel Code Section VIII Division I part 26 through 42, except where the procedures of this supplemental requirement apply.

The vessel shall be butt welded.

No Lap joints are permitted.

Only the openings specified on IHDIVNAVSURFWARCEN drawings may be cut into any part of the vessel.

Welds will be permitted only where specified on IHDIVNAVSURFWARCEN drawings.

b. Welding:

The welding procedure shall be such as to produce welds of the best obtainable quality, containing NO defects as defined in the section on inspection on inspection criteria.

Welds may be repaired providing the resulting weld after repair meets all acceptance criteria. See Section V for weld repair.

All welds shall be made by ASME Code, Section IX, qualified welder who has had recent certification in welding, according to the procedure and materials involved.

Shop supervision shall be such as to assure competed compliance with the welding procedure.

Proper welding conditions and suitable jigs shall be used to produce minimum distortion and warping.

NO adhesives, braze, solder, metallic paste, or any other filler may be used as a filler or welding substitute.

- (1) All welds must be 100% full penetration with 100% fusion throughout.

c. Grinding:

Only grinder wheels, abrasives, and wire brushes which have been used on the type of metal being fabricated shall be used for surface finishing.

Care must be taken while grinding to prevent undercutting or thinning of the parent metal. If grinding results in a reduction of wall thickness to less than 90% of the normal thickness, then the vessel will be rejected. See Section V for weld repairs.

On exterior surfaces, it is acceptable to leave a slight bulge at the weld bead to serve as reinforcement for the joint.

d. Finish: 100% of all interior and exterior surfaces (including all weld surfaces) must be free of all imperfections such as pits, gouges, scratches, cracks, undercuts, overlaps, abrupt ridges, weld splatter, or other surface discontinuities which would harbor Nitrate Esters.

(1) 100% of all interior surfaces of the vessel, nozzles, associated piping, and welds shall be ground smooth and polished to a 180 grit (25 RA) or better.

(2) 100% of all exterior surfaces of the vessel, nozzles, piping, and welds shall be ground smooth, but not necessarily flush, to remove weld ripples, and hills and valleys, that may interfere with the interpretation of the radiographs.

(3) Ground surfaces on the exterior of the vessel must be restored to 120 grit (40 RA) or better.

(4) If machined, the welds will have a maximum surface roughness of 120 grit (40 RA).

IV. Inspection Criteria:

100% of all welds must be radiographed when the thinner member is 0.150 inches nominal thickness or greater.

Radiographic examination of welds shall be in accordance with ASME Boiler and Pressure Vessel Code Section VIII Division I Part UW-51.

The resulting x-ray technique shall be as to produce a good density and easily readable film while viewing with commercial viewers.

Do not prick punch or metal stamp for film location marks.

Sections of welds as shown on the x-ray films having any of the following imperfections shall be judged unacceptable:

(1) ANY type of crack

(2) Any zone or area of incomplete fusion or penetration.

(3) ANY IMPERFECTION (tungsten or slag inclusion, or porosity) which has a length or diameter greater than 1/32 inch for all metal thickness.

(4) The minimum distance between multiple inclusions along a weld shall be greater than 10T (where T is the thickness of the thinner member).

(5) Any weld which has more than six imperfections of any type in a linear 1/2-inch.

(6) If an imperfection in a weld is judged to be acceptable by the above requirements, the area shall be dye penetrate tested from both sides. If no opening which could lead into the inclusion is revealed, the weld shall be judged acceptable.

All x-ray films and certified dye penetrate test results must be submitted to INDIVNAVSURFWARCEN prior to acceptance.

V. Weld repair:

If a weld is rejected, the rejected area must be repaired, re-x-rayed, and re-dye penetrate tested. Both the original and retake film are to be available to assure complete removal of imperfections.

If grinding to sound metal removes too much metal, a weld repair may be attempted, provided the repaired area meets the applicable inspection criteria above.

Welds that fail to pass the visual or dye penetrate inspection may be ground to sound metal and repaired provided the repaired area meets all of the acceptance criteria above.

All repairs must meet the inspection criteria listed above.

VI. Unit Completion:

After completion of the unit, 100% of all welds areas shall be inspected by fluid penetrate inspection in accordance with appendix 8 Section VIII of the ASME Boiler and Pressure Vessel Code.

Any surface imperfections shall be considered cause for rejection.

Such imperfections may be repaired. All repairs must be x-rayed, and fluid penetrates examined until conformity is assured. See Section V on weld repair.

Consideration must be given to certain welds radiography is not practical and readable films cannot be produced. These welds are to be discussed (via a form letter) with IHDIIVNAVSURFWARCEN and permission to eliminate the impractical x-ray inspection must be obtained prior to fabrication.

VII. Final Acceptance:

All items must be witnessed and approved by the vendor prior to IHDIIVNAVSURFWARCEN inspection. After the vendor's completion of preliminary inspections, final inspection of all items must be submitted in triplicate and accepted by the IHDIIVNAVSURFWARCEN representatives. Inspection should be arranged so as to minimize delays in fabrication.

VIII. Pressure and Test:

See specification sheet or drawings as listed in the IHDIIVNAVSURFWARCEN contract.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	SOURCE	CONTRACTOR	SOURCE	CONTRACTOR

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	180 DAYS AFTER DATE OF CONTRACT AWARD	10	NAVSEA -IH 101 STRUASS AVE BUILDING 116 ROBERT THOMPSON, CODE 230B 301-744-2450 INDIAN HEAD, MD 20640	N00174

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2005)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449).

However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

PAST PERFORMANCE

PRICE

The factors are listed in descending order of importance.

1. Past Performance

Offeror shall provide a minimum of three references.

A. Data reference sheets shall contain the following information: (Offerors must provide the past performance information or affirmatively state in writing that it possesses no relevant past performance information. Failure to do so will result in the offer being determined unacceptable.)

1. Contract Number
2. Who was the contract with (name of agency/company)
3. Point of contact and telephone number of the contracting officer of contracting officer's representative
4. Dollar value of the contract
5. Detailed description of the work performed
6. Was work completed on time with a quality product delivered without any degradation in performance or customer satisfaction
7. Number, type, severity of quality, service, or cost problems in performing the contract, corrective action taken, if any, and the effectiveness of the corrective action.

B. The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and their competitors to successfully meet the requirements of the RFP. Past performance of significant and/or critical subcontractors will be considered to the extent warranted by the subcontractor's involvement in the proposed effort.

C. The Government will evaluate the quality of the offeror's past performance. This may include any aspect of past performance that is related to this contract. A record of poor past performance may be considered an indication that the offeror may be lacking in areas such as reliability, quality and customer satisfaction. However, a record of average or exceptional past performance will not result in favorable assessment of an otherwise technically deficient technical proposal. In evaluating an offeror's past performance, the Government will consider information contained in the offeror's past performance references, information obtained from other sources, including past and present customers, subcontractors and any others who may have useful information, and other past performance data available to the Government. Offerors with no past performance history will receive a neutral rating.

D. Past Performance shall be rated based on the following:

Excellent - The offeror's performance was consistently superior. The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective.

Good - The offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the offeror again.

Average- The offeror's performance was adequate. The contractual performance reflects a problem, to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the offeror again.

Poor - The offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the offeror again under any circumstances.

Neutral - Offerors lacking relevant past performance history will receive a neutral rating for past performance.

2. Price

Although price is the least important factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the offers in relation to the other factors on which selection is to be made. Contracts Personnel will evaluate the offer to include the following:

Determine the fair and reasonableness of the offer through the most appropriate method available.

METHODOLOGY

The offerors' submission in response to Factors 1, 2, and 3 shall be reviewed by the technical review team. Each factor shall be reviewed based on the merits of the information contained in the offerors' submission. Do not assume nor allow any prior knowledge of the offeror to effect the evaluation and the score. Each factor shall be reviewed and assigned a score as follows:

Once all evaluations are complete the corresponding scores shall be tabulated and placed in a chart as follows in this example:

Score of Factors Past Performance

<u>Offeror</u>	<u>Past Performance</u>	<u>Price</u>
A	Excellent	\$120,000
B	Excellent	\$126,500
C	Good	\$100,000
D	Excellent	\$102,000
E	Poor	\$124,000

Once this information is tabulated, offerors will be compared making value and price tradeoffs and award will be made to the offeror that represents the Best Value to the Government. If the offeror with the highest scores also represents the lowest price then that offeror is clearly the Best Value. If an offeror with higher scores has a higher price, then a determination must be made whether the difference in value is worth the higher price. In the example the government may award to Offeror D. Offeror E, would be eliminated based on the POOR Past Performance rating.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

PAST PERFORMANCE MATRIX

References	\$ Value of Contract	Work Description	Contract Completed on Time YES / NO	Contract Completed at Cost YES / NO (if no % of overrun)	Provide Explanation for NO answers

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

PAST PERFORMANCE QUESTIONNAIRE COVERSHEET**FOR SOLICITATION NUMBER****N00174-05-R-0044**

Offeror's Name: _____

Name of agency/activity completing questionnaire: _____

Name and title of the person completing questionnaire: _____

Length of time your agency/activity has been involved with the offeror: _____

SUBMIT PAST PERFORMANCE QUESTIONNAIRE BY _____**TO:****NAVSEA Indian Head, Surface Warfare Center Division****101 Strauss Avenue, Bldg. 1558****Indian Head, MD 20640-5035****Attn: Levonson White, Contract Specialist, Code 112G****e-mail address: LEVONSON.WHITE@navy.mil****Fax: 301-744-6547**

RATING SCALE

Please use the following ratings to answer the questions.

EVALUATION CRITERIA**Excellent** - The offeror's performance was consistently superior. The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective.**Good** - The offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the offeror again.**Average** - The offeror's performance was adequate. The contractual performance reflects a problem, to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the offeror again.**Poor** - The offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the offeror again under any circumstances.**Neutral** - Offerors lacking relevant past performance history will receive a neutral rating for past performance.

1. Would you recommend this contractor for similar Government contracts? Please explain:
2. Have you experienced special or unique problems with the referenced contractor that the Government should be aware of in making our decision?

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and

that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
----- —	----- —
----- —	----- —
----- —	----- —

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
----- —	----- —
----- —	----- —

—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

(3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

—	—
---	---

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

X (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUL 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

X (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

X (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

X (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

____ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) APR 2005

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or a duly appointed representative will be returned to the contractor at their expense with no cost or liability to the U.S. Government.

2. The following days are scheduled holidays for Indian Head Division, Naval Sea Systems Command.

New Year's Day

Birthday of Martin Luther King, Jr.

Washington's Birthday

Memorial Day

Independence Day

Labor Day
 Columbus Day
 Veterans Day
 Thanksgiving Day
 Christmas Day

Generally, if the holiday falls on a Saturday, it will be observed the preceding Friday, and if the holiday falls on a Sunday, the observance will be on the following Monday.

For a specific calendar year, the actual date of observance for each of the above holidays may be obtained from the OPM website at OPM.GOV or by using the following direct link: <http://www.opm.gov/fedhol/index.asp>.

3. The hours of operation for the Procurement Department and Receiving Branch are as follows:

<u>AREA</u>	<u>FROM</u>	<u>TO</u>
Procurement Dept. (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Procurement Department, please call for an appointment at least 24 hours in advance.

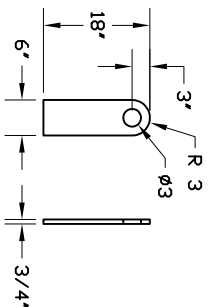
IHD SAP 1

INVOICE MAILING INSTRUCTIONS

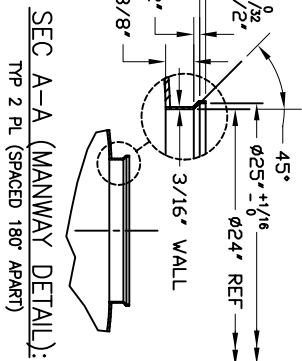
MAIL INVOICE TO:

INDIAN HEAD DIVISION, NSWC
 COMPTROLLER DEPARTMENT, CODE 021
 ACCOUNTING AND FINANCE DIVISION BLDG. 1601
 101 STRAUSS AVENUE
 INDIAN HEAD, MD 20640-5035

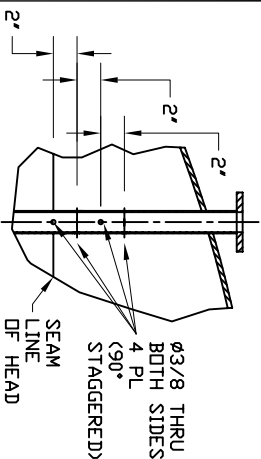
Note: It is extremely important that your invoice is mailed to the address cited above. **Failure to do so will result in a delay of your payment.** Informational copies of the invoice may be mailed to the contract administrator and/or the technical point of contact; however, the official invoice **MUST** be mailed to the Indian Head Comptroller Department.



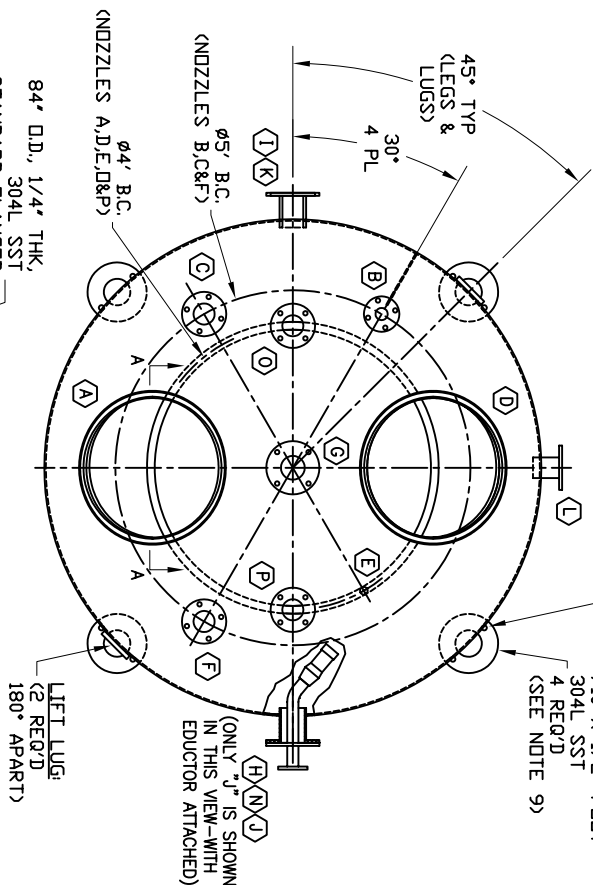
LIFT LUG:
MAT'L: 304L SST
2 REQ'D (SPACED 180° APART)



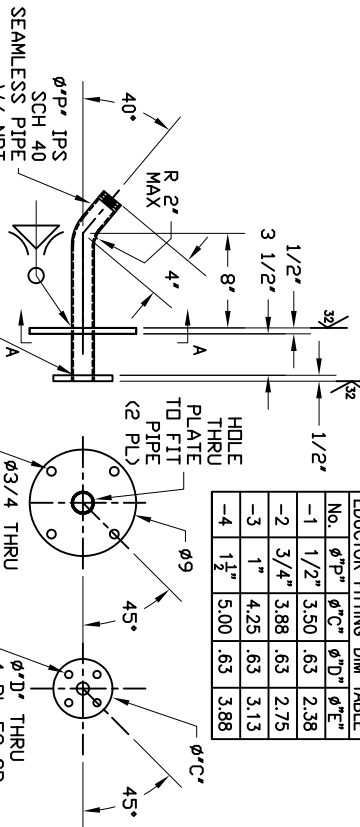
SEC A-A (MANWAY DETAIL):
TYP 2 PL. (SPACED 180° APART)



DETAIL OF VENT HOLES:
(NOZZLE "B" ONLY)
SCALE: 1/8



Ø7/8 THRU FOOT
2 PL EQ SP
DN 7 1/2 B.C.
TYP 4 PL (SEE NOTE 9)

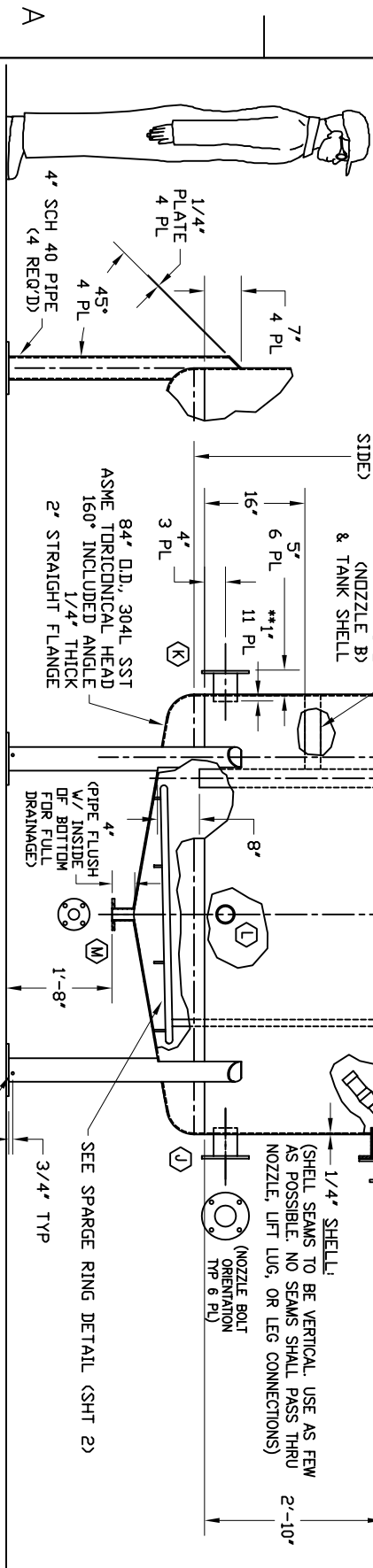


EDUCTOR FITTING DIM TABLE					
No.	ØP" IN	ØTC	ØD"	ØE"	
-1	1 1/2"	3.50	.63	2.38	
-2	3/4"	3.88	.63	2.75	
-3	1"	4.25	.63	3.13	
-4	1 1/2"	5.00	.63	3.88	

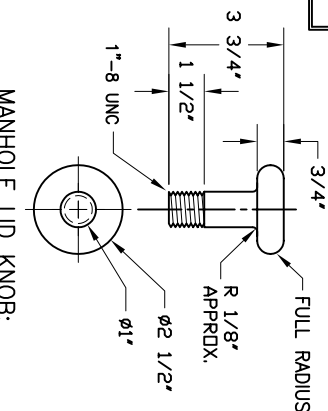
EDUCTOR FITTING:
MAT'L: 304L SST
SCALE: 1/8
(MODIFIED CONSTRUCTION USING COMPT. 150 LB
BLIND & WELD NECK FLANGES ACCEPTABLE)
QTY & SIZE OF FITTINGS TO BE SPECIFIED
BY NSWC/JH PROJECT ENGINEER

END FLANGE:

TANK NOZZLE SCHEDULE (SEE NOTE 7)				
ALL NOZZLES: MAT'L: 304L SST. USE SCH 40 SEAMLESS PIPE (EXCEPT MANWAY). BOLT HOLES TO STRADDLE NOZZLE CENTERLINE				
MARK	NO.	SIZE	RATING	SERVICE
(A)	24"	-	-	MANWAY
(B)	2"	150 LB	-	ACID INLET
(C)	3"	150 LB	-	SPARE
(D)	24"	-	-	MANWAY
(E)	1"	-	-	SPARGE INLET
(F)	3"	150 LB	-	SPARE
(G)	4"	150 LB	-	VENT
(H)	3"	150 LB	-	SPARE
(I)	3"	150 LB	-	SPARE
(J)	4"	150 LB	-	JET
(K)	4"	150 LB	-	SPARE
(L)	3"	150 LB	-	SPARE
(M)	2"	150 LB	-	DRAIN
(N)	4"	150 LB	-	JET
(O)	3"	150 LB	-	FOR LIGHT
(P)	3"	150 LB	-	FOR LIGHT



MANHOLE LID KNOB:
MAT'L: HIGH DENSITY POLYETHYLENE
SCALE: 3/8



MANHOLE LID ASSEMBLY:
MAT'L: HIGH DENSITY POLYETHYLENE
SCALE: 3/16; 2 ASSEMBLIES REQ'D

MANHOLE LID ASSEMBLY:
MAT'L: HIGH DENSITY POLYETHYLENE
SCALE: 3/16; 2 ASSEMBLIES REQ'D

UNLESS OTHERWISE SPECIFIED
DIMENSIONS ARE IN INCHES
TOLERANCES
ANGLES ± 1° FRACTIONS ± 1/8
2 PLACE DECIMALS ±
3 PLACE DECIMALS ±
DO NOT SCALE THIS DRAWING
MATERIAL:
AS NOTED

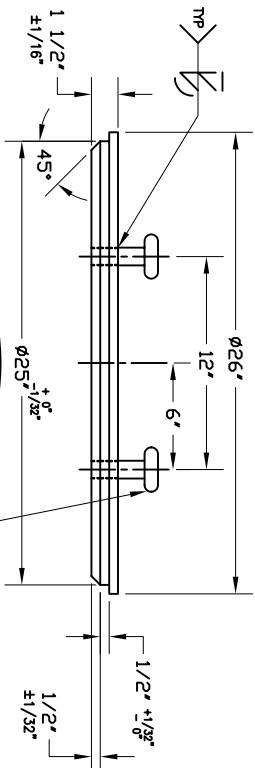
APPROVALS		DATE	
AUTHORITY	NAME	CODE	DATE
SAFETY DIV		041	
SAFETY CHK			
USER DIV			
USER POC			
ENGINEER	Bill Parker	2120B	
CHECKED	Bill Parker	2120B	
PREPARED	Bill Parker	2120B	
DRAWING IS APPROVED FOR USE			
REF APPROVAL SHEET FOR SIGNATURES			
DRAWING MANAGER		DATE	

1,700 GALLON
SPENT ACID BUFFER TANK
NG PLANT - BLDG 790

SCALE 1/16

SHEET 1 OF 2

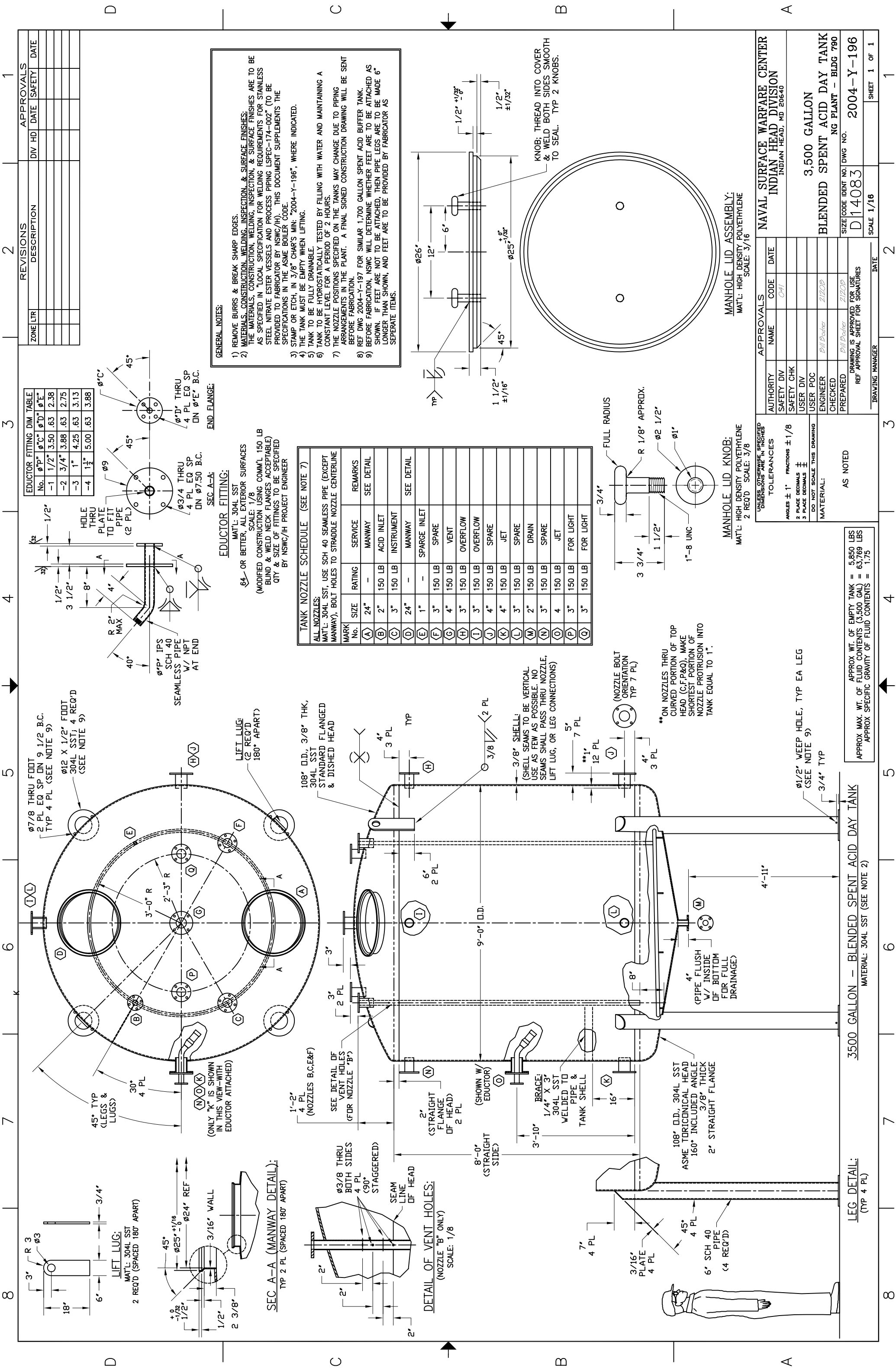
- GENERAL NOTES:
- 1) REMOVE BURRS & BREAK SHARP EDGES.
 - 2) THE MATERIALS, CONSTRUCTION, WELDING, INSPECTION, & SURFACE FINISHES ARE TO BE AS SPECIFIED IN "LOCAL SPECIFICATION FOR WELDING REQUIREMENTS FOR STAINLESS STEEL NITRATE ESTER VESSELS AND PROCESS PIPING 174-1227" (TO BE PROVIDED TO FABRICATOR BY NSWC/JH). THIS DOCUMENT SUPPLEMENTS THE SPECIFICATIONS IN THE ASME BOILER CODE.
 - 3) STAMP OR ETCH, IN 3/8" CHAR'S MIN.: "2004-Y-197", WHERE INDICATED.
 - 4) THE TANK MUST BE EMPTY WHEN LIFTING.
 - 5) TANK TO BE FULLY DRAINABLE.
 - 6) TANK TO BE HYDROSTATICALLY TESTED BY FILLING WITH WATER AND MAINTAINING A CONSTANT LEVEL FOR A PERIOD OF 2 HOURS.
 - 7) THE NOZZLE POSITIONS SPECIFIED ON THE TANKS MAY CHANGE DUE TO PIPING ARRANGEMENTS IN THE PLANT. A FINAL SIGNED CONSTRUCTION DRAWING WILL BE SENT BEFORE FABRICATION.
 - 8) REF DWG 2004-Y-196 FOR SIMILAR 3,500 GALLON BLENDED SPENT ACID TANK.
 - 9) BEFORE FABRICATION, NSWC WILL DETERMINE WHETHER FEET ARE TO BE ATTACHED AS SHOWN. IF FEET ARE NOT TO BE ATTACHED, THEN PIPE LEGS ARE TO BE MADE 6" LONGER THAN SHOWN, AND FEET ARE TO BE PROVIDED BY FABRICATOR AS SEPARATE ITEMS.

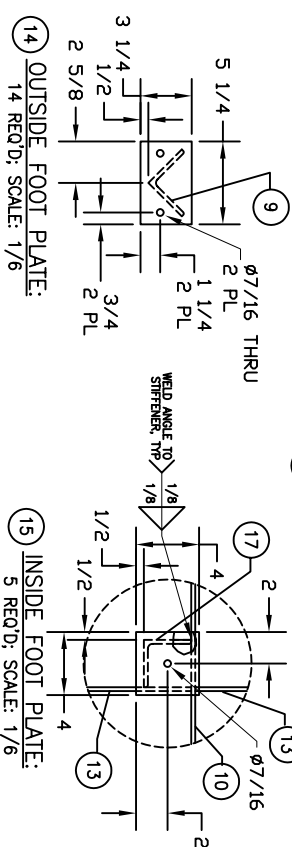
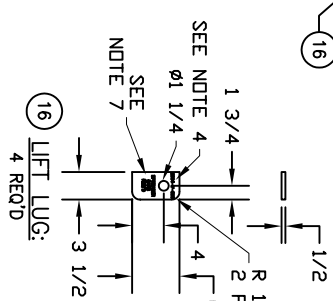
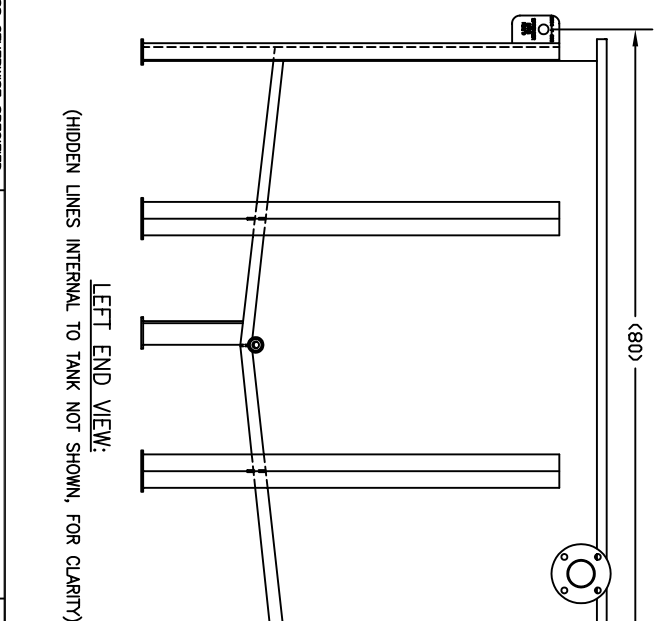
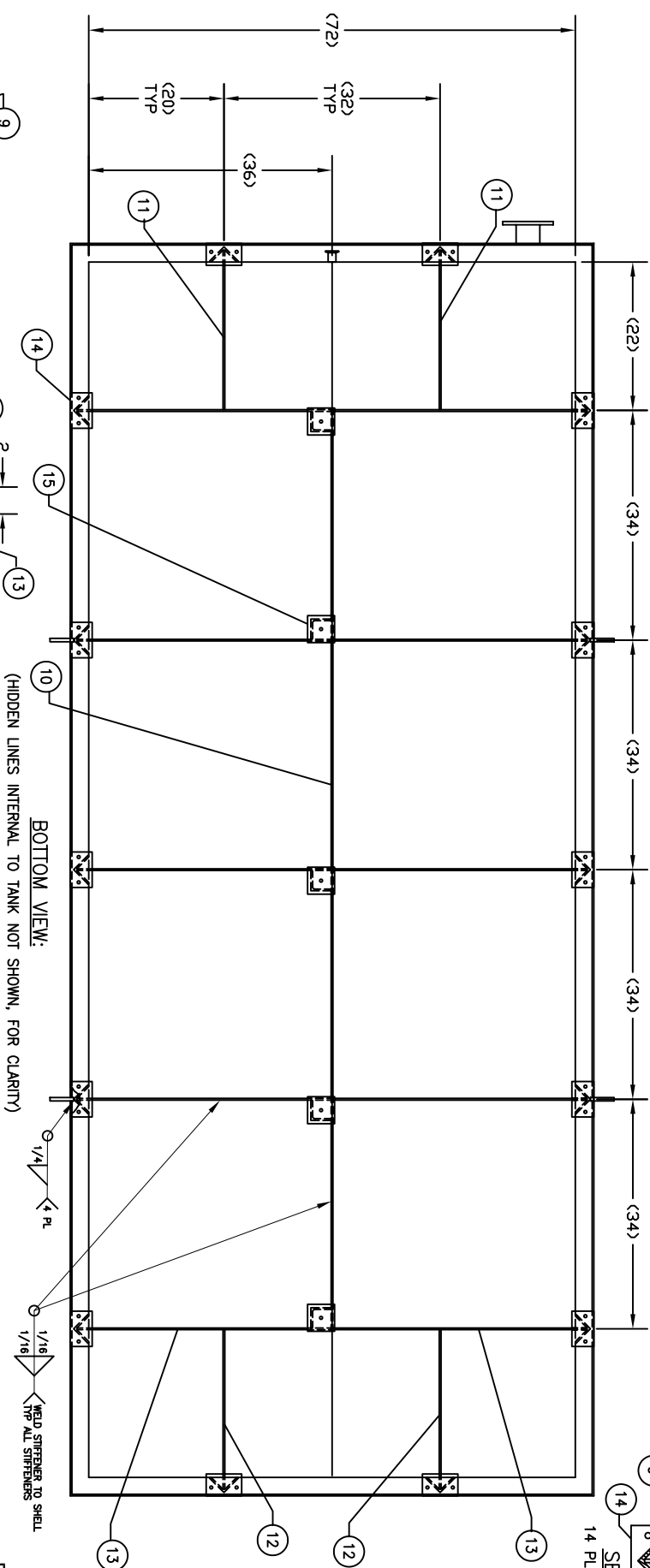
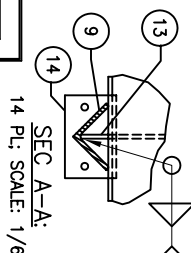
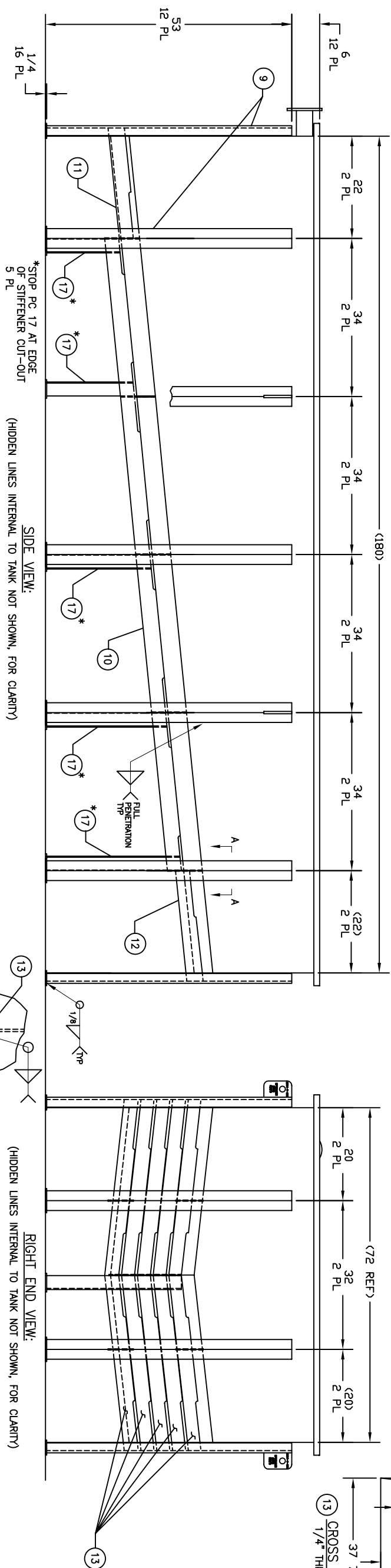
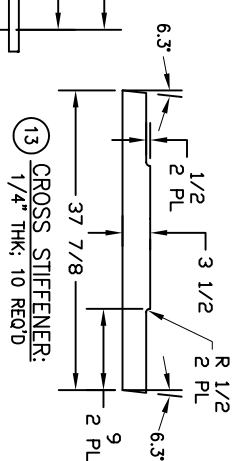
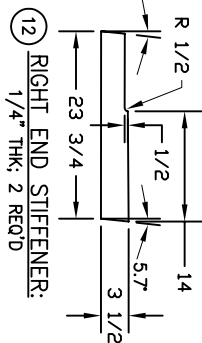
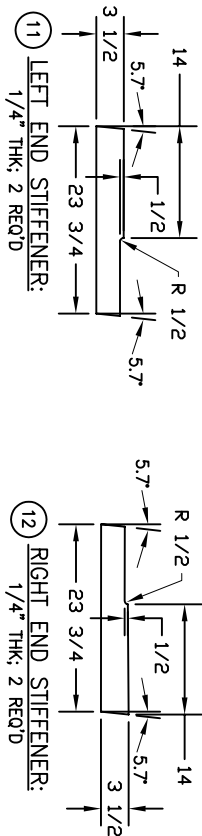
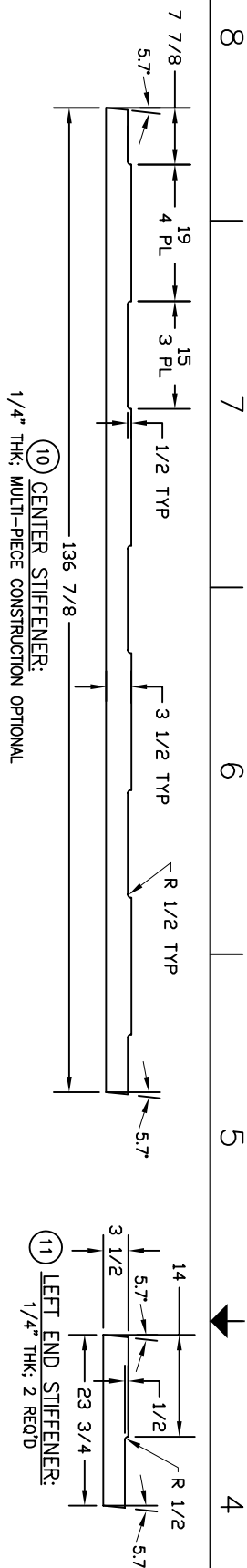


KNOB: THREAD INTO COVER
& WELD BOTH SIDES SMOOTH
TO SEAL. TYP 2 KNOBS.

SCALE 1/16

SHEET 1 OF 2





TANK ASSEMBLY - BOTTOM STIFFENERS & LEGS

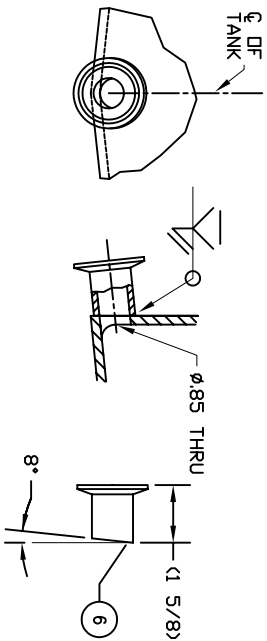
THE INFORMATION HEREIN IS THE PROPERTY OF THE NAVAL SURFACE WARFARE CENTER, INDIAN HEAD DIVISION (NSWCINDV) AND IS DISCLOSED IN CONFERENCE ON THE UNDERSTANDING THAT ITS USE WILL BE LIMITED TO PURPOSES AUTHORIZED IN WRITING BY NSWCINDV.

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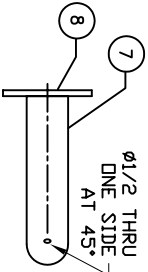
[illegible]

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES		APPROVALS		NAVAL SURFACE WARFARE CENTER INDIAN HEAD DIVISION INDIAN HEAD, MD 20640	
TOLERANCES		AUTHORITY	NAME	CODE	DATE
ANGLES $\pm 1^\circ$ FRACTIONS $\pm 1/16$		SAFETY DIV		CH	
2 PLACE DECIMALS \pm		SAFETY CHK			
3 PLACE DECIMALS \pm		USER DIV			
DO NOT SCALE THIS DRAWING		USER POC			
MATERIAL:		ENGINEER	Bill Becker	Z12C02	
		CHECKED			
		PREPARED	Bill Becker	Z12C02	
See Bill of Material		DRAWING IS APPROVED FOR USE REF APPROVAL SHEET FOR SIGNATURES			
		DRAWING MANAGER			DATE
		SCALE 1/12			SHEET 3 OF 4
		SIZE CODE IDENT NO. DWG NO.			2004-Y-098
		D14083			
		1700 GALLON PUMP TANK NG PLANT - BLDG 1465			
		RECYCLE WATER			

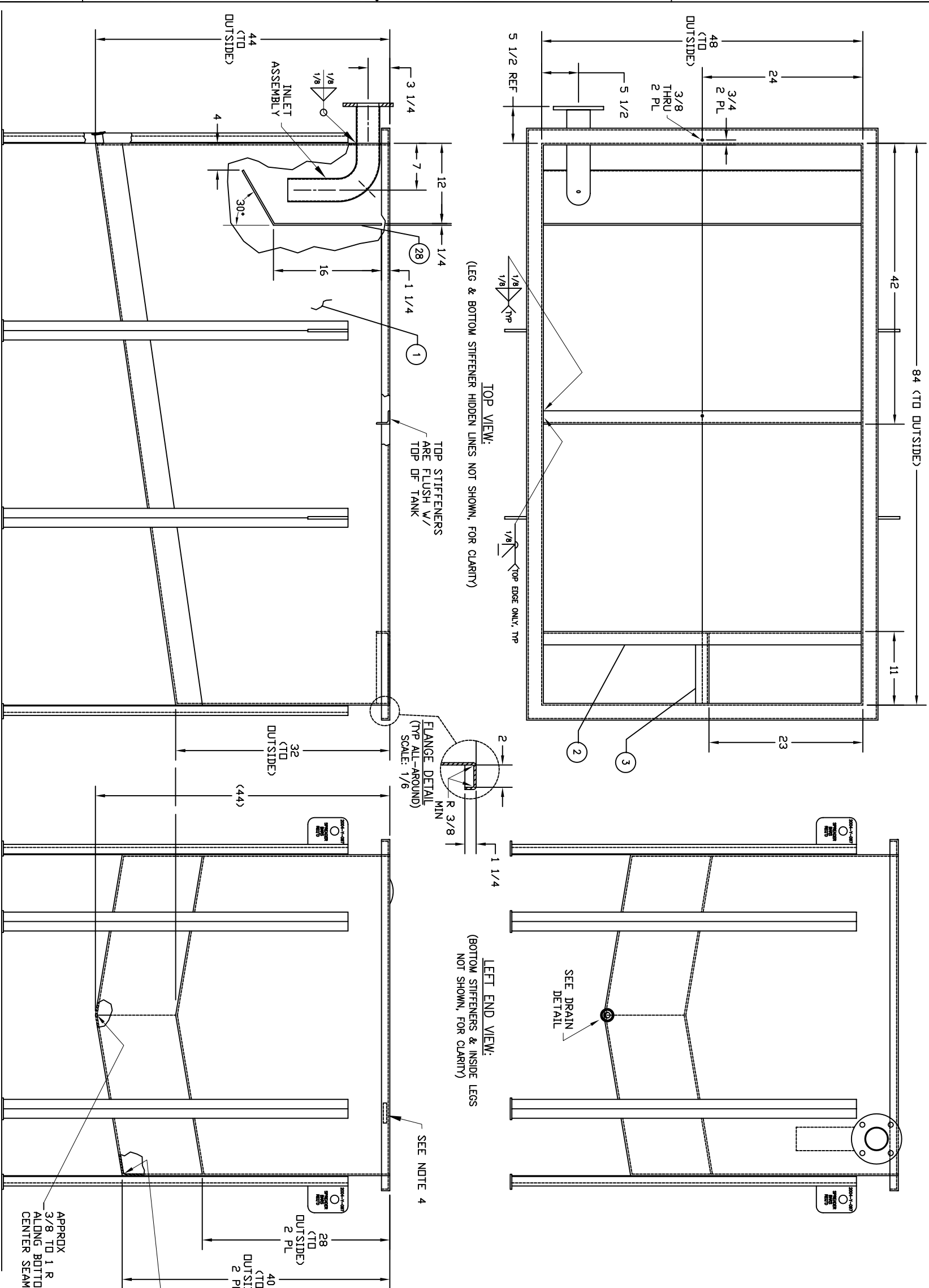
REVISIONS		APPROVALS			
ZONE	LTR	DESCRIPTION	DIV	HD	DATE



Drain detail
SCALE: 1/4
(ASSURE ID OF FERRULE IS FLUSH WITH
INSIDE BOTTOM OF TANK - SEE NOTE 10)



Inlet assembly
(PC 7 MAY BE FORMED FROM MULTIPLE PC'S)
SEE NOTE 8



SIDE VIEW:

(BOTTOM STIFFENERS & INSIDE LEGS NOT SHOWN, FOR CLARITY)

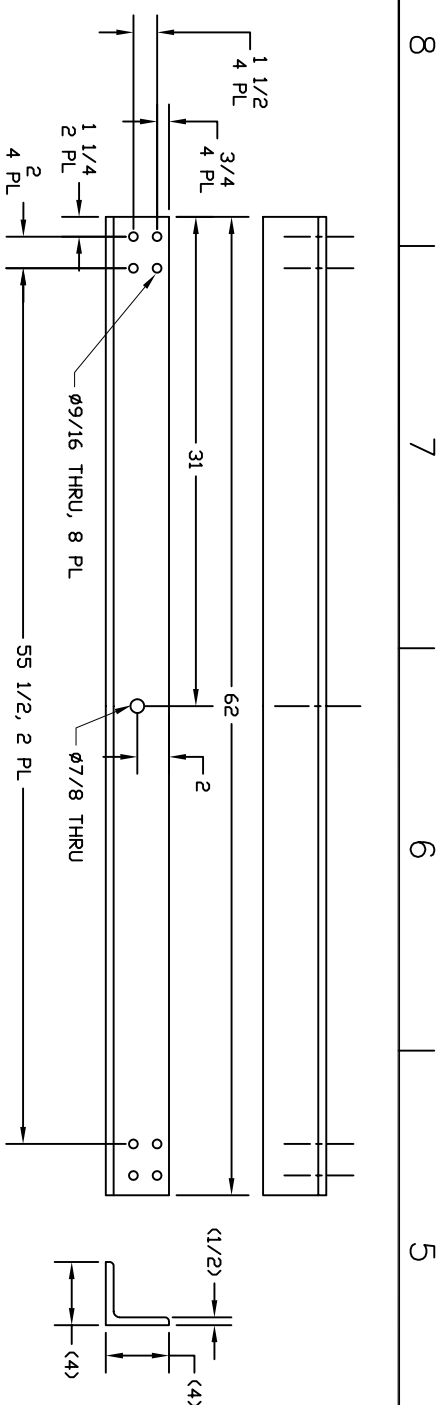
RIGHT END VIEW:

(BOTTOM STIFFENERS & INSIDE LEGS NOT SHOWN, FOR CLARITY)

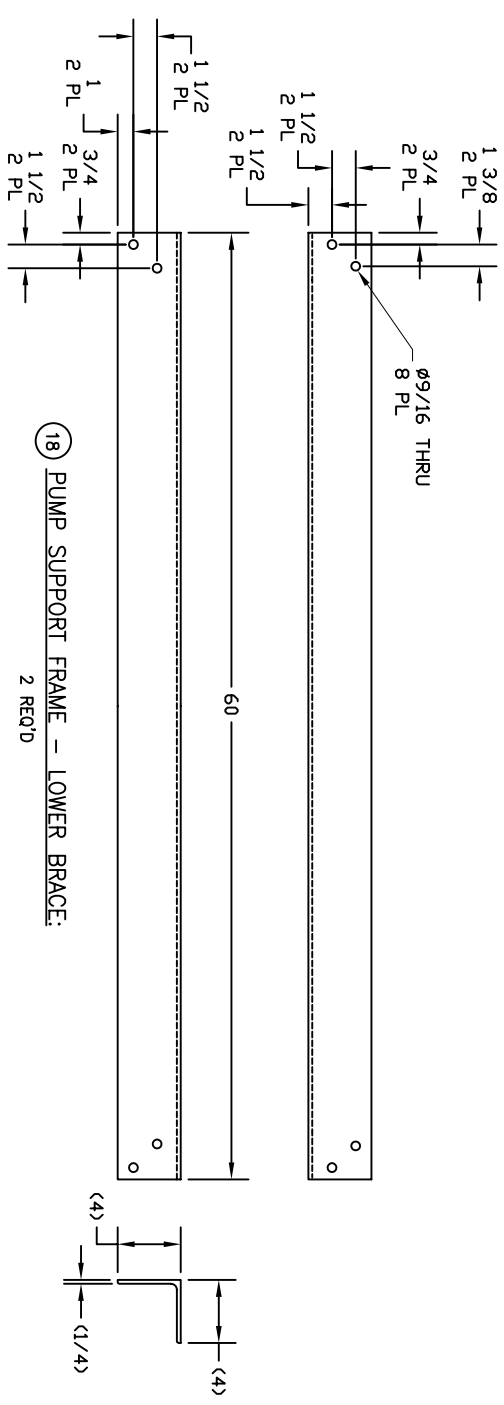
TANK ASSEMBLY - SHELL, TOP STIFFENERS & PIPING:

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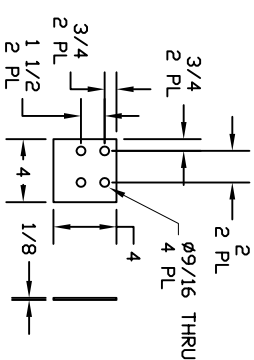
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES TOLERANCES				APPROVALS				NAVAL SURFACE WARFARE CENTER INDIAN HEAD, MD 20640			
AUTHORITY	NAME	CODE	DATE								
SAFETY DIV		041									
SAFETY CHK											
USER DIV											
USER POC											
ENGINEER	Bill Podiet	2120P									
CHECKED	Bill Podiet	2120P									
PREPARED	Bill Podiet	2120P									
DRAWING IS APPROVED FOR USE				DRAWING IS APPROVED FOR USE				DRAWING IS APPROVED FOR USE			
REF APPROVAL SHEET FOR SIGNATURES				REF APPROVAL SHEET FOR SIGNATURES				REF APPROVAL SHEET FOR SIGNATURES			
DRAWING MANAGER				DRAWING MANAGER				DRAWING MANAGER			
DATE				DATE				DATE			
SCALE 1/8				SCALE 1/8				SCALE 1/8			
SHEET 2 OF 4				SHEET 2 OF 4				SHEET 2 OF 4			



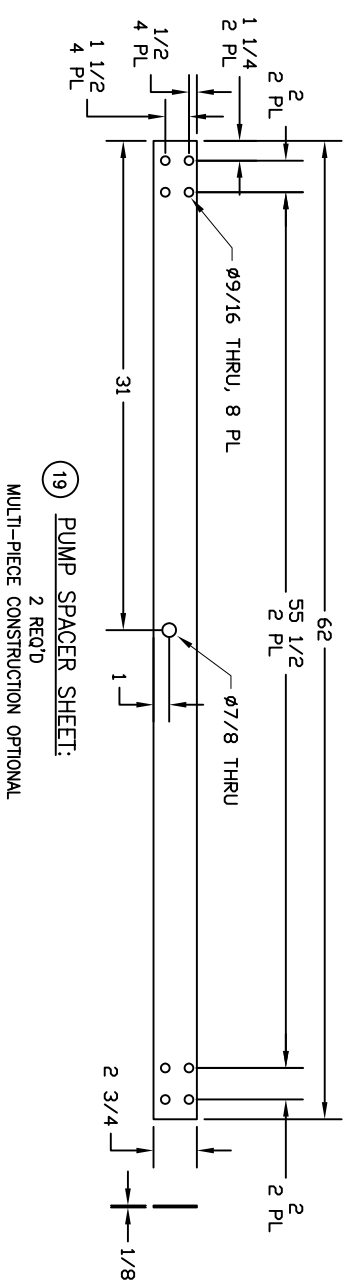
①7 PUMP SUPPORT FRAME – UPPER BRACE:
2 REQ'D



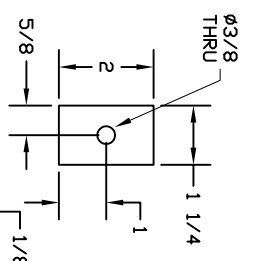
18 PUMP SUPPORT FRAME - LOWER BRACE:



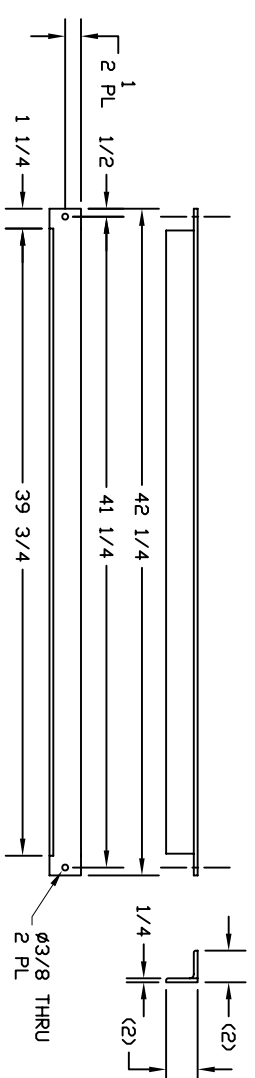
27 PUMP SUPPORT FRAME –
UPPER BRACE SPACER SHEET
4 REQ'D



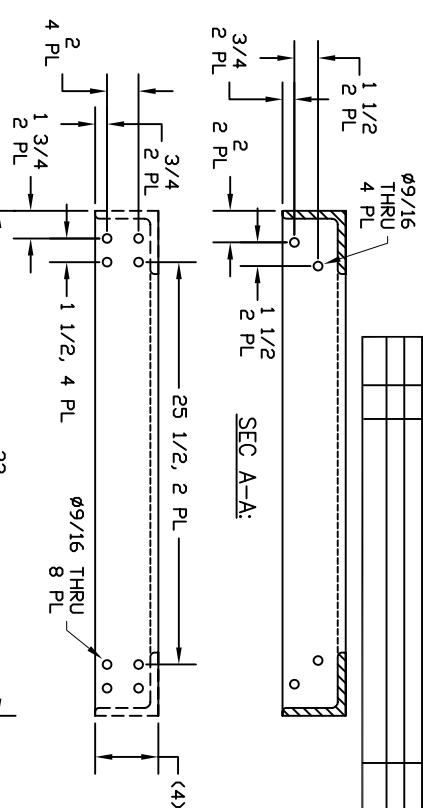
19 PUMP SPACER SHEET:
2 REQ'D
MULTI-PIECE CONSTRUCTION OPTIONAL



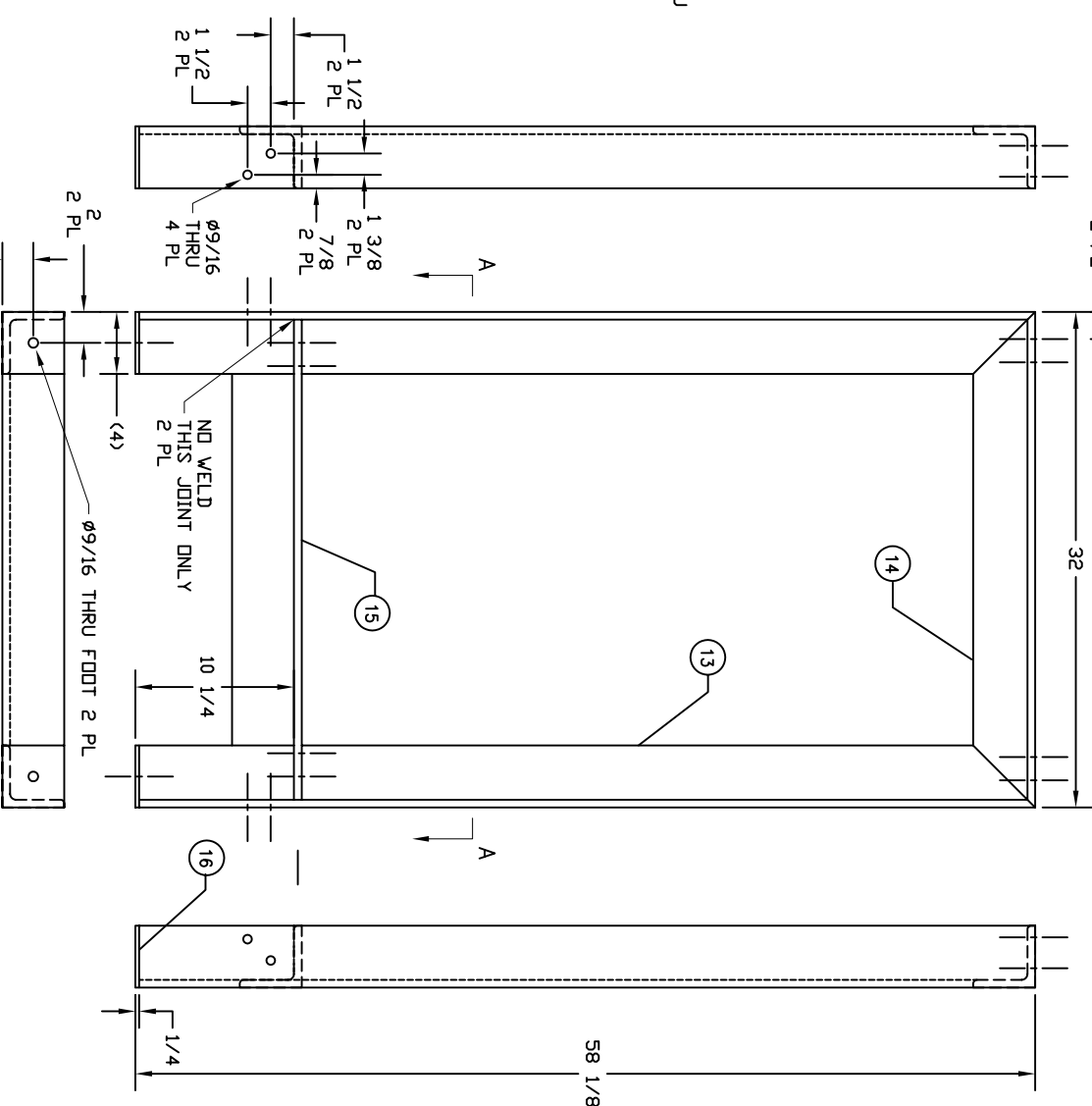
②② TOP STIFFENER SPACER SHEET:



④ BOLT-ON TOP STIFFENER:



SEC A-A:



(A) PUMP SUPPORT FRAME - END ASSEMBLY:

ALL WELDED CONSTRUCTION - SEE NOTE 3

2 REQ'D
SCALE: 1/2

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REVISIONS		APPROVALS			
ZONE	DESCRIPTION	DIV	HD	DATE	DATE

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES				NAVAL SURFACE WARFARE CENTER INDIAN HEAD DIVISION INDIAN HEAD, MD 20646			
TOLERANCES				APPROVALS			
AUTHORITY		NAME		CODE		DATE	
SAFETY DIV				041			
SAFETY CHK							
USER DIV							
USER POC		Bill Becker		21202			
ENGINEER							
CHECKED							
PREPARED		Bill Becker		21202			
DRAWING IS APPROVED FOR USE REF APPROVAL SHEET FOR SIGNATURES				SIZE CODE IDENT NO. DWG NO.			
See Bill of Material				D114083 2004-Y-097			